CRUX-TAIN™ INTELLECTUAL PROPERTY LICENSE AGREEMENT v5.4

Deployment Edition — Dual License System with Enforcement and Liability Protections

Licensor: Gage Detschermitsch

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Version: 5.4

1. ACCEPTANCE OF TERMS

By accessing, downloading, installing, purchasing, copying, or otherwise using any Work, the Licensee agrees to be legally bound by the terms of this Agreement.

If the Licensee does not agree to these terms, the Licensee must immediately cease all use and destroy all copies of the Work in their possession or control.

Continued possession or use of the Work constitutes ongoing acceptance of this Agreement and its terms.

2. DEFINITIONS

2.1 “Licensor”

Gage Detschermitsch, including any successors or authorized assigns.

2.2 “Licensee”

Any individual or legal entity that accesses, uses, downloads, acquires, or interacts with a Work, whether directly or indirectly.

2.3 “Work”

Any original intellectual property created by the Licensor, including but not limited to software, mods, Blender add-ons, digital assets, audiovisual media, source code, compiled code, documentation, systems, frameworks, or any related materials, whether distributed individually or as part of a package.

2.4 “Commercial License”

A license applicable to Works that are sold, monetized, licensed for value, or used in any activity that generates revenue or commercial advantage.

2.5 “Public License”

A license applicable to Works made available without upfront monetary cost, but still subject to restrictions under this Agreement.

2.6 “Original Form”

The Work as released by the Licensor, including any version that is substantially unchanged in structure, function, or content, regardless of file format, packaging, or naming.

2.7 “Derivative Work”

Any modification, adaptation, translation, transformation, or incorporation of the Work into another work.

2.8 “Substantially Identical”

A Work that retains the core structure, logic, functionality, sequence, arrangement, or recognizable elements of the Original Form, even if superficially modified, renamed, reformatted, or partially altered.

2.9 “Distribution”

Any act of making a Work available to any third party, including but not limited to uploading, sharing, selling, transferring, sublicensing, hosting, streaming, or otherwise enabling access.

3. OWNERSHIP AND COPYRIGHT

All Works are and shall remain the exclusive intellectual property of the Licensor.

No ownership, title, or interest in any Work is transferred to the Licensee under this Agreement.

All Works are protected under applicable intellectual property laws, including but not limited to Title 17 of the United States Code and applicable international treaties.

Any use of the Work outside the scope of this Agreement constitutes unauthorized use and shall be deemed copyright infringement to the maximum extent permitted by law.

All rights not expressly granted herein are reserved by the Licensor.

4. LICENSE CLASSIFICATION

Each Work is designated by the Licensor as either:

a Commercial License Work; or

a Public License Work

Such designation shall be determined by the official distribution source, product page, or accompanying documentation provided by the Licensor.

If designation is unclear, no license is granted until clarified by the Licensor.

5. COMMERCIAL LICENSE TERMS

Subject to compliance with this Agreement, the Licensor grants the Licensee a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to:

(a) use the Work in personal and commercial projects;

(b) modify and create Derivative Works;

(c) incorporate the Work into larger products, including applications, games, or media;

(d) distribute Derivative Works only as part of a larger integrated product where the Work is not the primary value.

5.1 Restrictions

The Licensee shall not:

distribute the Work in its Original Form;

sell, license, or distribute any Substantially Identical version;

rehost, mirror, or resell the Work independently;

include the Work in asset packs, templates, or marketplaces where the Work constitutes the primary or standalone value;

enable extraction, separation, or reuse of the Work in its Original Form from any distributed product where reasonably preventable.

6. PUBLIC LICENSE TERMS

Subject to compliance, the Licensee is granted a limited, non-exclusive, non-transferable, non-sublicensable license to:

(a) use the Work for personal, educational, or internal purposes;

(b) study and modify the Work;

(c) incorporate the Work into private or non-distributed projects.

6.1 Restrictions

The Licensee shall not:

distribute, sell, sublicense, or publicly share the Work;

host or mirror the Work in any repository, marketplace, or distribution platform;

use the Work as a substitute for the original distribution source;

misrepresent authorship or origin;

enable extraction of the Work in its Original Form.

7. ATTRIBUTION AND AUTHORSHIP

The Licensee shall not claim authorship of any Work created by the Licensor.

The Licensee shall not remove, alter, or obscure any proprietary notices, trademarks, or identifying marks associated with the Work.

8. THIRD-PARTY MATERIALS

Any third-party materials included within a Work remain subject to their respective licenses.

This Agreement governs only the Licensor’s original contributions.

9. VERSIONING AND PRECEDENCE

This Agreement applies as of the version in effect at the time of acquisition or use.

Order of precedence:

Product-specific license terms

This Agreement

External references

10. UNAUTHORIZED ACQUISITION

Acquisition of the Work through unauthorized means does not grant any additional rights.

All restrictions and obligations under this Agreement remain fully enforceable regardless of acquisition method.

11. TERMINATION

This license terminates automatically upon any breach.

Upon termination:

(a) all rights granted immediately cease;

(b) the Licensee must cease all use; and

(c) destroy or render unusable to the extent reasonably practicable.

12. ENFORCEMENT AND REMEDIES

Any use exceeding the scope of this license constitutes unauthorized use and shall be deemed copyright infringement to the maximum extent permitted by law.

The Licensor may enforce rights through:

DMCA takedown notices;

platform enforcement mechanisms;

cease and desist demands;

civil legal action.

The Licensor may seek:

injunctive relief;

actual damages;

statutory damages where applicable;

recovery of legal costs where permitted by law; and

the prevailing party shall be entitled to recover reasonable attorney's fees and costs where permitted by law.

12.1 Equitable Relief

The Licensee acknowledges that unauthorized use of the Work may cause irreparable harm to the Licensor for which monetary damages alone would be insufficient.

Accordingly, the Licensor shall be entitled to seek injunctive or equitable relief, without the necessity of posting bond or proving actual damages, to the maximum extent permitted by law.

13. AUDIT RIGHTS

For commercial use, the Licensor may request records reasonably necessary to verify compliance.

Requests shall not occur more than once per 12-month period unless breach is reasonably suspected.

Requests shall be limited in scope to relevant materials.

Compliance must occur within fourteen (14) days.

Failure to comply constitutes breach.

14. PRESERVATION OF LEGAL REMEDIES

All remedies available under law are cumulative and not exclusive.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles.

The parties agree that any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located within Jefferson County Colorado, and the parties hereby consent to the personal jurisdiction and venue therein.

16. DISCLAIMER OF WARRANTIES

THE WORK IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSOR DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

MERCHANTABILITY;

FITNESS FOR A PARTICULAR PURPOSE;

NON-INFRINGEMENT;

PERFORMANCE OR ACCURACY;

THE LICENSOR DOES NOT WARRANT THAT THE WORK WILL BE ERROR-FREE, UNINTERRUPTED, OR COMPATIBLE WITH ANY SYSTEM OR ENVIRONMENT.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION.

IN NO EVENT SHALL THE LICENSOR’S TOTAL LIABILITY EXCEED THE GREATER OF:

(a) THE AMOUNT ACTUALLY PAID; OR

(b) $100 USD

18. LIQUIDATED DAMAGES

Where unauthorized commercial use or exploitation occurs, the parties acknowledge that damages may be difficult to determine with precision.

Accordingly, the Licensee agrees that the Licensor shall be entitled to recover the greater of:

(a) actual damages; or

(b) an amount equal to one hundred ten percent (110%) of the gross revenue attributable to the unauthorized use; or

(c) $250 USD per distinct Work involved.

The parties agree that this amount represents a reasonable estimate of anticipated or actual harm, including but not limited to lost licensing revenue, market dilution, enforcement costs, and the difficulty of quantifying damages, and is not intended as a penalty.

19. INDEMNIFICATION

The Licensee agrees to indemnify, defend, and hold harmless the Licensor, including its affiliates, agents, and assigns, from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

(a) the Licensee's use of the Work;

(b) any breach of this Agreement;

(c) any modification, combination, or use of the Work in violation of applicable law or third-party rights, including any claims arising from distribution or commercialization of derivative works.

This obligation shall survive termination of this Agreement.

20. SURVIVAL

The following provisions shall survive termination of this Agreement:

Ownership and Copyright

Restrictions and Prohibited Uses

Enforcement and Remedies

Liquidated Damages

Indemnification

Limitation of Liability

Governing Law and Venue

Any provision which by its nature is intended to survive

Termination shall not limit any rights or remedies available to the Licensor under law.

21. TRADEMARKS AND BRAND USAGE

All trademarks, service marks, trade names, and branding associated with the Work, or any mark confusingly similar thereto, including but not limited to CRUX-TAIN™, are the exclusive property of the Licensor.

No license, right, or interest in any trademark is granted under this Agreement except as expressly authorized in writing by the Licensor.

The Licensee shall not:

use the Licensor’s trademarks in any manner that suggests endorsement, affiliation, or sponsorship;

incorporate the trademarks into product names, domains, branding, or marketing materials;

remove, alter, or obscure any trademark notices.

Unauthorized use of trademarks constitutes independent infringement in addition to any other violations of this Agreement.